



# TOWN OF NORFOLK PLANNING BOARD

ONE LIBERTY LANE  
NORFOLK, MASSACHUSETTS 02056

TEL: (508) 528-2961

FAX: (508) 541-3300

[www.virtualnorfolk.org](http://www.virtualnorfolk.org)

## REQUEST FOR PROPOSAL PLANNING BOARD ENGINEERING CONSULTING SERVICES FY-2014-2017

The Town of Norfolk (Town) acting by and through its Chief Procurement Officer in consultation with the Planning Board (the Board) and Zoning Board of Appeals (ZBA) will accept written proposals by interested applicants for the position of Engineering Consultant. The purpose of this request for proposals (RFP) is to make the position available on a fair and competitive basis but in a manner that will ensure the highest possible quality of service for the Town.

### 1. Procedure for Obtaining RFP and Submitting Proposals.

1.1. Copies of this RFP may be obtained by requesting a copy by telephone, fax, e-mail or mail from the Board at the address given below.

1.2. All proposals must be submitted to the Planning Board at the following address:

**Town of Norfolk Planning Board  
One Liberty Lane  
Norfolk MA 02056**

on or before 12:00 PM on December 1, 2014 at which time they will be opened and acknowledged at 2:30 p.m. on December 1, 2014 in the presence of the Town Administrator or his designee. The Town Administrator is the Contracting Authority for this bid. The bid is subject to the approval of the Planning Board. The Proposals should be clearly marked "Consulting Engineering Service Proposal" on the outside of the envelope. Applicants should submit proposed fee requirements in a *separate sealed envelope*, marked "Price Proposal, Engineering Consultant", which should be submitted along with the technical proposal response to this RFP. The price proposal will be removed from the package before the technical proposal is submitted to the Evaluation Committee.

1.3. Written questions concerning this RFP may be submitted to the Board, at the address given above, no later than seven (7) days before the deadline for submission of proposals. The Town will endeavor but shall not be required to answer any such request for information. If it does, the answer shall be provided to all persons who have obtained copies of this RFP and filed in the Planning Board Office.

### 2. Evaluation Criteria

All proposals must comply with the requirements listed in Section 5.1. The most advantageous proposal that complies with those requirements will be chosen based on the evaluation criteria described in Section 5.2 and the fixed hourly rate payable to the applicant for the period of the contract as discussed in Exhibit B.

### **3. Instructions and Conditions for Applicants**

3.1. Each applicant shall submit nine (9) copies of their proposal.

3.2. Each applicant shall answer all questions contained in Exhibit B, shall agree to execute a contract in a form satisfactory to the Town [or substantially the form attached hereto as Exhibit C], and shall execute the certificates attached hereto as Exhibit D. All proposals shall be unconditional; any proposal that purports to impose conditions not included in this RFP will be deemed unresponsive. The Town may, however, waive minor informalities and omissions in the proposal if it decides, in its sole discretion, that such informality or omission is not prejudicial to the interests of the Town or to fair competition.

3.3. The Town reserves the right to interview or to seek additional information relating to criteria already in the RFP from any candidate after opening of proposals but before entering into a contract, to reject any proposal if it deems it to be in the best interests of the Town, and to award a contract to the next qualified applicant. The Town reserves the right to check references identified by any candidate or associated with any previous employer of any candidate. Consistent with the provisions of G.L. c. 30B, § 6, the Town reserves the right to award the contract based on considerations other than price.

3.4. All proposals shall be deemed to be public records within the meaning of G.L. c. 4, § 7(26). If an applicant believes that the RFP requires the disclosure of technical, proprietary, or trade secret information that the Applicant is not willing to make public, such information should not be submitted. No part of a proposal involving the payment of compensation to the Applicant may be designated as confidential.

3.5. Proposals may be corrected, modified, or withdrawn prior to the deadline for submission of proposals by submitting 9 copies of such correction, modification, withdrawal or a new submission, clearly marked on the outside envelope with the appropriate heading, by the deadline listed in Section 1. Proposals may not be withdrawn or modified for a period of sixty [60] days after the opening of proposals.

3.6. The individual/firm shall describe in the Request for Proposals any existing or potential conflict of interest and how the individual/firm proposes to address such existing or potential conflicts if engaged by the Planning Board.

### **4. General Description and Services to be provided**

#### **4.1.a. Scope of Services**

The Boards requires the services of a qualified civil engineering consultant with respect to the reviewing of subdivision and site plan filings and observation of construction improvements and other engineering consultant services. Attendance at Public Hearings and public discussions as well as attendance at other meetings as may be deemed necessary by the Boards. Specific tasks shall include, but not be limited to the following, and shall be further detailed by a contract to be issued independent of this Request for Proposals.

The Consultant will work with the Planning Board, Zoning Board of Appeals (ZBA) and Town staff by reviewing applications filed with the Board from Rules and Regulations, sound engineering, and best management practices perspectives. Submittals include the subdivision of land, site plan approval, special permits, and multi-lot development applications.

Additionally, the Consultant may be called upon to perform an engineering review of materials that are submitted to ZBA from time to time and perform other engineering duties. The ZBA may also require review of materials submitted pursuant to MGL c.40B which will require adherence to certain requirements, procedures, time tables, submission standards and approval criteria.

#### 4.1.b. Description of Services Required

The selected individual/firm shall provide civil engineering consulting services to the Planning Board or ZBA with respect to review and approval of proposed development projects, review of proposed Board regulations, and review of proposed zoning standards, and such other professional services as the Board's may require.

Review of all proposed subdivision and commercial developments in the Town of Norfolk for compliance with applicable Board regulations, best management practices, and sound engineering judgment in a timely manner:

(a). Including but not limited to:

- drainage;
- pedestrian and traffic circulation and access;
- grading;
- lighting;
- construction specifications and materials;
- emergency access/egress;
- refuse containment and removal;
- environmental protection;
- safety;

(b). But Excluding:

- septic (Board of Health);
- architectural considerations (Design Review Board);
- landscape details other than those required by zoning or regulation (Design Review Board);

Preparing written reports to the Boards summarizing the engineer's review of the proposed development plans and itemizing (by reference to enumerated regulation or sound engineering requirements) any deficiencies or omissions of the proposed plans and compliance with zoning. This task shall be required to be repeated prior to (a). Board review of any plan revisions, (b) Board endorsement of final plans; and (c) release of bonds/sureties as specified in "Observation" below;

The Consultant will be expected to develop and submit an estimated cost to review to the Planning office/Planning Board based on the scope and completeness of each application, make an initial report to the Board prior to public hearing on the application and review any additional

and or outstanding information/materials that must be submitted during the development review process.

Attending the first public hearing of all proposed development projects, with attendance by the person who principally performed the written review, to discuss and clarify review comments with the Board, project developer and interested citizens. Further attendance at subsequent public hearings shall be required as the Board may request;

Site visit to each proposed project prior to preparation of written comments, together with such additional site visits as the Board may require;

Telephone consultation regarding proposed projects with the Planning Board Project Manager and Chairman as they may require and, with prior approval of the Board, telephone consultation with the developer's engineer/development team (provide the Board with written a statement as to what was discussed).

Observation of all proposed developments and sites which have been fully constructed to assure compliance with the approved plans, and preparation of a written report itemizing (by reference to enumerated portions of the approved plan or the Board's decision and/or conditions of approval) any deficiencies or omissions of the constructed project;

Review of as built (acceptance) plans for subdivision streets and easements (including metes and bounds descriptions) and as built plans of site plans;

Preparation of bonding estimates for subdivision lot releases and reductions in existing bonding. This requires site observations to confirm improvements have been properly constructed and according to the approved subdivision plan with any and all conditions of approval. A written estimate is prepared that includes a contingency amount as well as the cost to make necessary improvements;

Testifying at Wrentham District Court in zoning enforcement proceedings commenced by the Town of Norfolk with respect to projects which violate Board conditions of approval and testifying in the Norfolk Superior Court or Land Court with respect to any appeal of Planning Board decision(s);

The consultant will work with the Planning Board to develop Rules and Regulations of the Subdivision of Land and Site Plan Approval which includes construction detail amendments;  
Make site observations and provide written report to Board of findings;

Assist in preparation of bid documents when bonding/surety has been revoked;  
Survey work when questions arise as to layout and placement of improvements in subdivisions and site plans;

Make required amendments to the Town of Norfolk Zoning Map.

Work for the ZBA may include, but not be limited to the following activities:

- Drainage analysis;
- Traffic and pedestrian circulation and access;
- Grading;
- Lighting;
- Construction specifications and review/inspection of materials;

- Emergency access/egress;
- Refuse containment and removal;
- Environmental protection
- Safety;

Some or all of the aforementioned tasks may be necessary for the ZBA to adequately evaluate 40B (Affordable Housing) application which will require adherence to certain requirements, procedures, time tables, submission standards and approval criteria.

Perform all work requested by the Boards that falls under the normal duties of a Civil Engineering Consultant; and

The work requirements noted above will be performed in a timely manner.

#### 4.2. **Service Requirements**

The successful candidate will be required to execute a contract including the following duties and requirements:

- a. Attendance at Planning Board meetings for the first session of public hearings/public discussions with attendance at subsequent meetings as deemed necessary by the Board (traditionally the Board meets on Tuesdays and/or Thursday evenings starting at 7:30 PM).
- b. Office conferences and /or meetings as may be deemed necessary by the Board.
  - consultation with Planning Board office, as needed
  - available for emergencies including weekends
- c. The ZBA may need services in reviewing 40B applications on an as needed basis. The ZBA meetings are conducted on the 3<sup>rd</sup> Wednesday of the month starting at 7:30 P.M, but additional meetings may be necessary in order to comply with applicable deadlines. Attendance at these meetings/hearings may be necessary in order to discuss the application and answer questions of the ZBA.
- d. Equipment and communications. The applicant shall have:
  - telephone with 24-hour answering machine or voice mail
  - fax machine
  - computer, office and technical software and printer compatible to the Boards' office equipment
  - e-mail and Internet access
  - own transportation
  - field and office equipment required to perform all duties

### 5.) **Qualifications**

#### 5.1 Minimum Evaluation Criteria

- a. No applicant, individual, or consulting firm, shall be considered to be responsive or responsible unless the applicant possesses the following education and certification.

- b. Bachelor's degree; Registered Professional Civil Engineer with certification in Massachusetts.

No applicant, individual or engineering consulting firm, shall be considered to be responsive or responsible unless the applicant provides documentation of at least three (3) years of experience providing the scope of services listed in Section 4.1. and 4.2. to one or more Massachusetts Planning Boards. Names of municipalities/towns and dates of service must be provided in the proposal.

Resumes for all persons providing services under this contract must be attached. No consulting firm shall be considered to be responsive or responsible unless the firm identifies a single consultant as the Civil Engineering Consultant who meets the minimum evaluation criteria described in Sections 5.1.a., 5.1.b. and 5.1.c.

5.2. Comparative Evaluation Criteria

Proposals will be screened to identify those meeting the minimum qualifications identified in Section 5.1. Those deemed qualified will be further evaluated according to the criteria and standards that appear in the *Comparative Evaluation Criteria and Rating Standards* table below. Where there is nothing listed for "not advantageous," proposals meeting minimum criteria shall be deemed at least "advantageous". An overall rating for each proposal will be calculated by assigning numerical values to the comparative evaluation ratings as follows:

<u>Rating</u>	<u>Numerical rating</u>
Not advantageous	0
Advantageous	1
Highly advantageous	2

A simple arithmetic average rating based on the evaluation criterion designated a. through h. in the *Comparative Evaluation Criteria and Rating Standards* table will be calculated for each proposal from an engineering firm. Average ratings for proposals from individual engineering firms will be calculated based on the first evaluation criteria in the table. The proposal receiving the highest average rating will be considered the most advantageous.

Criterion	Not Advantageous	Advantageous	Highly Advantageous
a. Firm's experience in subdivision design including the following items:			
a.1. Street layout and design including calculation of horizontal/vertical curves, sight distances, and general conformance with Massachusetts Planning Boards' Rules and Regulations.	Two or fewer projects	Three to five projects	More than five projects
a.2. Drainage system design including design of catch basins, manholes, storm drains, leaching basins, and retention/detention structures including earthen embankment design.	Two or fewer projects	Three to five projects	More than five projects

a.3. Hydrologic methods required to determine 25-year inflow requirements for the drainage system, and to determine 100-year flow hydrograph (peak flow as well as total storm volume). Sizing of retention/detention structures, as well as the mathematical retention/detention structures, as well as the mathematical modeling of their inflow, storage, and outflow characteristics.	Two or fewer projects	Three to five projects	More than five projects
a.4. Development of construction cost estimates for all works associated with subdivisions.	Two or fewer projects	Three to five projects	More than five projects
a.5. Knowledge of construction materials used in roadways, drainage systems, water mains, etc.	Two or fewer projects	Three to five projects	More than five projects
a.6. Knowledge of maintenance requirements and maintenance costs etc.	Two or fewer projects	Three to five projects	More than five projects
b. Qualifications of key personnel	Less than three years assisting Massachusetts Planning Board(s)	Three to five years experience assisting Massachusetts Planning Board(s)	More than five experience assisting Massachusetts Planning Board(s)
c. Experience assisting Massachusetts Planning Boards in updating Planning Board Rules and Regulations	Has no experience in reviewing and/or drafting Planning Board Rules and Regulations	Reviewed Rules and Regulations	Has drafted/prepared Rules and Regulations
d. Knowledge of Commonwealth of Massachusetts Highway Department "Standard Specifications for Highways and Bridges	No experience with Mass. H.D. specifications	One to five projects using Mass. H.D. specifications	Five or more projects using Mass. H.D. specifications
e. Experience assisting Massachusetts Planning Boards' as Consulting Civil Engineer (see Section 4.1.b.)	Less than three years experience with Mass. Planning Boards.	Three to five years experience with one or more Mass. Planning Boards	More than five years with more than one Mass. Planning Boards
f. Ability to document site observations and review subdivision and site plans in a timely manner	Complete reviews within three weeks	Complete reviews within two weeks	Complete reviews within one week
g. Geographic proximity to Norfolk, Massachusetts	Forty-five or more miles from Norfolk	Thirty to Forty- five miles from Norfolk	Less than thirty miles from Norfolk
h. References	Negative references given regarding expertise, diligence in performing job functions, or relations with employers or public	Applicant receives no negative references	Excellent overall references including those from other Planning Boards

## 6. Available Funds

The Planning Board has an estimated budget of \$10,000 for these contracted services for FY2015 (July 1, 2014 through June 30, 2015). Additional funds are available through applicant

review and observation fees. The ZBA does not have a budget for contracted services, but would pay for review and observation through fees paid by the applicant.

**7. Method of Selection/Time Table:**

Proposals will be opened and recorded in a register in the presence of witnesses at 2:30 PM, December 1, 2014, by the Town Administrator or his designee. The contents of the responses to the RFP are not public information during the evaluation process. All technical proposals will be evaluated by an Evaluation Committee (EC) consisting of the Town Administrator (Chief Procurement Officer), the Town Planner, Planning Administrative Assistant, and two members of the Planning Board. The contract resulting from this Request for Proposals (RFP) will be administered by the Town of Norfolk's Planning Board. The Evaluation Committee will rank the qualified applicants and prepare a report to be submitted to the Selection Committee.

The Planning Board may conduct interviews for the three applicants deemed to have the highest qualifications as deemed by the EC using the Comparative Evaluation Criteria described in Section 5.1. The Board will notify the successful applicant who offered the most advantageous combination of outstanding qualifications and competitive price. The successful applicant will be required to execute a contract for the Consultant position in a form acceptable to the Town [or substantially in the Form attached hereto as Exhibit C]. If the Board is unable to successfully negotiate a contract with this individual or firm, the Board will attempt to award a contract to the next most highly ranked applicant, etc., until the position is filled. The Planning Board, reserves the right to re-advertise for this position if unable to negotiate a contract with a qualified applicant.

## EXHIBIT A APPLICATION FORM

All candidates, including engineering firms, shall submit information in the format described in this exhibit for evaluation by the Boards and the Evaluation Committee. Engineering firms must submit this form for each individual who will provide services. It is encouraged that copies of diplomas, letters of Reference, Licenses and Certifications be submitted in addition to the form. Additional pages may be added if necessary.

### A. Education Qualifications:

<u>Degrees</u>	<u>Institution</u>	<u>Year of graduation</u>	<u>Comments</u>
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### B. Experience (List all experience since graduation in chronological order)

<u>Duration</u> (from mo./yr. to mo./yr.)	<u>Employer</u>	<u>Job Title</u>	<u>Responsibilities and Duties</u>
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### C. Licenses and Certifications (List licenses and professional certifications)

<u>Certificate</u>	<u>Certifying Authority</u>	<u>Year</u>	<u>Comments</u>
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### D. References

(Attach at least three professional letters of reference from individuals familiar with your work and who are in a position to comment critically on it)

### E. Service Plan

Attach a narrative, not to exceed three (3) pages, in your own words of how you will address the Board's needs for the services listed in Section 4.

**EXHIBIT B  
PRICE PROPOSAL FORM**

For all services listed under Section 4 (Scope of Services), the Board will entertain a fixed price proposal for providing these services. As noted in the RFP, the estimated budget for these services for FY 2014 is \$10,000 plus additional funds from applicant review and observation fees. However, this price is not intended to restrict the applicant from submitting a fee he/she deems necessary.

This price proposal should be in a separate sealed envelope attached to the application. The Price proposal envelope should be provided in a sealed envelope and prominently and clearly labeled as follows:

Price Proposal - Do Not Open

Continuing Services Contract for Professional Engineering Services to Support the Norfolk Planning Board and Zoning Board of Appeals.

(Firm Name) (Date)

**Evaluation of Cost Proposal:** The cost proposal will be evaluated as follows: the lowest total will be considered most advantageous, all else equal.

TITLE	NAME OF INDIVIDUALS	FIXED HOURLY RATE	FOR FY 2014 - 2017
1. Project Manager			FY2015 (July 1, 2014 - June 30, 2015)
			FY2016 (July 1, 2015 - June 30, 2016)
			FY 2017 (July 1, 2016 - June 30, 2017)
2. Subdivision/Site Plan Reviewer			FY2015 (July 1, 2014 - June 30, 2015)
			FY2016 (July 1, 2015 - June 30, 2016)
			FY 2017 (July 1, 2016 - June 30, 2017)
3. Drainage Plan Reviewer			FY2015 (July 1, 2014 - June 30, 2015)
			FY2016 (July 1, 2015 - June 30, 2016)
			FY 2017 (July 1, 2016 - June 30, 2017)

TITLE	NAME OF INDIVIDUALS	FIXED HOURLY RATE	FOR FY 2014-2017
4. Subdivision/Site Plan Observer			FY2015 (July 1, 2014 - June 30, 2015)
			FY2016 (July 1, 2015 - June 30, 2016)
			FY 2017 (July 1, 2016 - June 30, 2017)
5. Survey Crew			FY2015 (July 1, 2014 - June 30, 2015)
			FY2016 (July 1, 2015 - June 30, 2016)
			FY 2017 (July 1, 2016 - June 30, 2017)
6. Developer of Construction Cost Estimates			FY2015 (July 1, 2014 - June 30, 2015)
			FY2016 (July 1, 2015 - June 30, 2016)
			FY 2017 (July 1, 2016 - June 30, 2017)
6. Others (Itemize)			FY2015 (July 1, 2014 - June 30, 2015)
			FY2016 (July 1, 2015 - June 30, 2016)
			FY 2017 (July 1, 2016 - June 30, 2017)

Signature: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Firm: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT C**  
**PROPOSED CONTRACT FORMAT CONTRACT FOR PLANNING BOARD**  
**CONSULTING CIVIL ENGINEERING SERVICES**

This Agreement made this \_\_\_\_\_, 2014 by and between \_\_\_\_\_, a Massachusetts (corporation, company) having a place of business at \_\_\_\_\_, hereinafter called the "CONSULTANT" and the TOWN OF NORFOLK, acting through its PLANNING BOARD, One Liberty Lane, Norfolk, MA 02056, hereinafter called the "TOWN".

WITNESSETH: That the Consultant and the Town for the consideration hereinafter named agree as follows:

1.) The Consultant agrees to provide civil engineering consulting services to the Town as more fully detailed in the Request for Proposals, a copy of which is attached to this Agreement as Attachment 1 and in the Scope of Services, a copy of which is attached to this Agreement as Attachment 2.

2.) Terms of this Agreement

The term of this Agreement shall commence on \_\_\_\_\_ 2014 and shall end on June 30, 2015 at the option of the Town. This Contract may be extended on up to twelve-months in increments of three months at the option of the Town, but in no event for a term exceeding three years, including renewal, extension or option.

3.) Fee Schedule

The Fee Schedule during the first year of this Contract shall be the Fee Schedule shown in Attachment 3.

4.) Limitation of Funds

At no time will any provision of this Agreement make the Town of Norfolk liable for payment for performance of work under this Agreement in excess of the amounts that have been appropriated by Town Meeting and designated for expenditure for the purpose of this Agreement.

The Consultant will not incur any expenses exceeding the allotted amount unless and until the Town of Norfolk has notified the Consultant in writing that such allotted amount has been increased and has specified in such notice an increased amount constituting the total amount allotted for this work.

The amount presently available for payment is \$10,000 plus review and observation fees paid by applicants for project review/observation.

5.) Invoices

The Town of Norfolk shall pay the Consultant, upon the submission of proper invoices or vouchers, the prices stipulated in this Contract for materials delivered and accepted, or services rendered and accepted, less any deductions provided in this Contract. Unless otherwise specified in this Contract, hours, dates, and individuals performing the service shall be noted, payment shall be made on vouchers accepted by the Town.

The individual/firm selected to provide consulting engineering services to the Planning Board and ZBA shall submit separate itemized monthly invoices for services (showing individual, time per individual, itemized detailed description of activities, and hourly rate) for each project reviewed or for the Planning Board's General Engineering Account if services were not related to any proposed development project. The Planning Board or ZBA shall review and then pay all such invoices either from (a) the Town Revolving Fund established for each project, with respect to project-related engineering activities, (b) the Planning Board budget, Engineering Services, with respect to engineering activities not related to any particular project, defaulted bond funds, and/or other sources. Based on past experience, nearly all work will be related to a particular project. The Town will pay for a maximum of one half hour (30 minutes) of travel time, one way, to or from the Town of Norfolk. The Town will make every effort to consolidate site observations.

6.) Changes

(a) The Town of Norfolk may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

- (1) Description of services to be performed.
- (2) Time of performance (i.e., hours of the day, days of the week, etc.).

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this Contract, whether or not changed by the order, the Town of Norfolk shall make an equitable adjustment in the Contract price, the delivery schedule, or both, and shall modify the Contract.

(c) The Consultant must submit any "proposal for adjustment" (hereinafter referred to as proposal) under this clause within thirty (30) days from the date of receipt of the written order. However, if the Town of Norfolk decides that the facts justify it, the Town of Norfolk may receive and act upon a proposal submitted before final payment of the Contract.

7.) Claims

Any claims by the Consultant for increased compensation or extension of completion deadlines shall be waived unless written notice is provided to the Town within ten (10) days from the date of the event the Consultant claims as the cause for such increase or extension.

8.) Sub-consultants

8.1 The Consultant shall not subcontract any work without prior written approval of the Town of Norfolk.

8.2 The Consultant shall submit for approval any sub-consultant proposed to be let for any portion of the work. Such subcontract shall specifically bind the subcontractor to comply with all terms and conditions of the Contract.

8.3 Prior to entering into any subcontract, the Consultant shall submit to the Town of Norfolk the following:

1. The name and work experience of each proposed sub-consultant.
2. The work proposed to be performed by each sub-consultant.

8.4 Within thirty (30) days from the Consultant's submittal of a subcontract for approval, the Planning Board shall have the right to reject any sub-consultant by written notice to the Consultant.

8.5 The Consultant, in subletting any portion of the work shall direct and control the activities of all such sub-consultant(s) and shall remain fully bound to all terms and conditions of the Contract (including but not limited to all requirements for indemnity).

9.) Personnel

9.1 Consultant shall use the following individuals to perform or be responsible for the work in accordance with the scope requirements:

<u>Name</u>	<u>Title</u>
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9.2 The Town of Norfolk shall have the right upon five (5) days' notice to the Consultant to require the Consultant to remove any person assigned to this work and to promptly replace such person.

9.3 If any key personnel must be replaced due to termination of employment or request for replacement, or if additional personnel are to be assigned to the work, the Consultant shall promptly submit for approval by the Town of Norfolk names of proposed replacement candidates with a resume of each candidate's training and experience. The Consultant shall exercise its best efforts to properly replace key personnel or assign additional personnel from the candidates approved by the Town of Norfolk.

9.4 Other members of Consultant's staff may assist by conducting portions of plan reviews, performing drainage design reviews, calculating quantities and costs for bond estimates, and performing construction observations, or other services for the ZBA, in order to reduce consultant costs to the Planning Board and the ZBA. All work, however, must be reviewed by \_\_\_\_\_, Project Manager or \_\_\_\_\_ prior to submittal.

10.) Delays in Performance

10.1. Scheduling Requirements.

The Planning Board and ZBA intends to conduct their review of all proposed developments as expeditiously and comprehensively as possible to minimize the number of public hearing sessions required for each project. In order to accomplish this goal, the consulting engineer must perform all services promptly and to be available throughout the year. Plans for proposed projects will be available to the engineer upon their receipt by the Town and the Town generally will require the engineer's review comments within two weeks after initial plan receipt. Review comments for plan revisions generally should be completed within one week after receipt of revised plans. Observations generally should occur within 48 hours from time of request by the Town.

## 10.2 Notice.

Each party shall give the other prompt notification of any circumstances which may delay performance of the work. Notices shall be addressed to:

Town:  
Norfolk Planning Board Chairman  
Or  
Zoning Board of Appeals Chairman  
One Liberty Lane  
Norfolk, MA 02056

Consultant:

### 11.) Cancellation of Work

The Town of Norfolk shall have the right to cancel all or any portion of the work upon five (5) days' notice to the Consultant. The Town of Norfolk shall have no obligation to compensate the Consultant for any work which has not been completed in accordance with this Contract on the effective date of cancellation, unless otherwise agreed to in writing by the parties.

### 12.) Ownership of Plans/Reports

All plans/reports filed by applicants with the Town of Norfolk Planning Board or ZBA are the property of the Town of Norfolk and are to be returned by the consultant to the Town of Norfolk upon request.

### 13.) Conflict of Interest

The Consultant shall not prepare subdivision designs or site plans submitted to, or in any other fashion represent applicants on any matters before the Planning Board during the term of the contract.

### 14.) Independent Contractor

The Consultant is considered an independent contractor for all services described herein and shall not be eligible for benefits, workers compensation, or unemployment insurance.

### 15.) Indemnity

The Consultant shall indemnify, and save the Town of Norfolk, its employees, agents and affiliates harmless from and against any and all costs (including but not limited to litigation expenses and attorney's fees), liability, fines, penalties, damages, claims, suits or proceedings whatsoever for injury to persons (including death) or damage to property to the extent caused by the negligent acts or omissions of the Consultant, its employees, agents or sub-consultants in the performance of the professional services provided by the Consultant under this agreement; provided however, the Consultant's obligations hereunder shall not apply when such injury or damage to the extent such injury or damage may be determined to be solely due to the negligence of the Boards.

16.) Contract Cancellation

This contract may be canceled by either party provided written notice is given at least four (4) weeks in advance of the cancellation date to the non-breaching party.

17.) Governing Law

This Agreement is to be executed in Massachusetts and interpreted in accordance with Massachusetts statutes and case law. Any dispute concerning the legal interpretation of this contract shall be filed in one appropriate court jurisdiction for the Town of Norfolk.

18.) Advertising

The Consultant shall not engage in any advertising, publicity, or other promotional activity which directly or indirectly, mentions or refers to the relationship between the parties or the services and materials furnished under the Contract, without obtaining the prior written consent of the Town of Norfolk.

19.) Insurance

See Exhibit E for a description of the Town of Norfolk insurance requirements. Proof of the required coverage must be provided before this contract is executed.

20.) Complete Agreement

The Contract (together with all attachments referenced therein) shall constitute a complete Agreement between the parties. All prior communications, whether oral or written, shall be superseded by the Contract and shall not bind the parties. No change to the Contract shall be binding upon the parties unless made in writing and signed by both parties.

IN WITNESS WHEREOF, the Parties have set their hands and seals hereto on the date first above mentioned.

ACCEPTED BY CONSULTANT  
(Name of Firm/Individual)

TOWN OF NORFOLK  
PLANNING BOARD

By \_\_\_\_\_  
Name/Title

By \_\_\_\_\_  
Name/Title

TOWN OF NORFOLK  
ZONING BOARD OF APPEALS

By \_\_\_\_\_  
Name/Title

Enclosures: Attachments 1-4

**Attachment 2**  
**Scope of Services/Performance Criteria**

The Consultant will work with the Planning Board, Zoning Board of Appeals (ZBA) and Town staff by reviewing applications filed with the Board from Rules and Regulations, sound engineering, and best management practices perspectives. Submittals include the subdivision of land, site plan approval, special permits, and multi-lot development applications.

Additionally, the Consultant may be called upon to perform an engineering review of materials that are submitted to ZBA from time to time. The ZBA may also require review of materials submitted pursuant to MGL c.40B which will require adherence to certain requirements, procedures, time tables, submission standards and approval criteria.

The Consultant shall provide civil engineering consulting services to the Planning Board with respect to review and approval of proposed development projects, review of proposed Board regulations, and review of proposed zoning standards, and such other professional services as the Board may require. Specific tasks shall include but not be limited to the following and shall be further detailed by a contract to be issued independent of this Request for Proposals:

Review of all proposed subdivision and commercial developments in the Town of Norfolk for compliance with applicable Board regulations, best management practices, and sound engineering judgment in a timely manner

(a). Including but not limited to:

- drainage;
- pedestrian and traffic circulation and access;
- grading;
- lighting;
- construction specifications and materials;
- emergency access;
- refuse containment and removal;
- environmental protection;
- safety;

(b). But Excluding:

- septic (Board of Health);
- architectural considerations (Design Review Board)
- landscape details other than those required by zoning or regulation (Design Review Board);

Preparing written reports to the Board summarizing the engineer's review of the proposed development plans and itemizing (by reference to enumerated zoning, regulation or sound engineering requirements) any deficiencies or omissions of the proposed plans. This task shall be required to be repeated prior to (a). Board review of any plan revisions, (b) Board endorsement of final plans; and (c) release of bonds/sureties as specified in "Observation" below.

The Consultant will be expected to develop and submit an estimated cost to review for the Planning office/Planning Board based on the scope and completeness of the application, make an initial report to the Board prior to public hearing on the matter and review any additional information/materials submitted which may be follow-up on outstanding items during the development review process.

Attending the first public hearing of all proposed development projects, with attendance by the person who principally performed the written review, to discuss and clarify review comments with the Board, project developer and interested citizens. Further attendance at subsequent public hearings shall be required as the Board may request;

Site visit to each proposed project prior to preparation of written comments, together with such additional site visits as the Board may require;

Telephone consultation regarding proposed projects with the Planning Board Project Manager and Chairman as they may require and, with prior approval of the Board, telephone consultation with the developer's engineer/development team *with Board provided written statement as to what was discussed*;

Observation of all proposed developments which have been fully constructed, and review of as-built plans and site plans, to assure compliance with the approved plans, and preparation of a written report itemizing (by reference to enumerated portions of the approved plan or the Board's decision of approval) any deficiencies or omissions of the constructed project;

Preparation of bonding estimates for subdivision lot releases and reductions in existing bonding. This requires site observations to confirm improvements have been properly constructed and is according to the approved subdivision plan and any and all conditions of approval. A written estimate is prepared that includes a contingency amount as well as the cost to make necessary improvements;

Testifying at Wrentham District Court in zoning enforcement proceedings commenced by the Town of Norfolk with respect to projects which violate Board conditions of approval and testifying in the Norfolk Superior Court or Land Court with respect to any appeal of Planning Board decision;

The consultant will work with the Planning Board to develop Rules and Regulations of the Subdivision of Land and Site Plan Approval which includes construction detail amendments; Drafting and review of proposed Zoning;

Make site observations and provide written report to Board of findings;

Assist in preparation of bid documents when bonding/surety has been revoked;

Survey work when questions arise as to layout and placement of improvements in subdivisions and site plans.

Review as built (acceptance) plans for subdivision streets and easements (including metes and bounds descriptions) and as built plans of site plans;

Make required amendments to the Town of Norfolk Zoning Map.

Perform all work requested by the Board that falls under the normal duties of an Civil Engineering Consultant;

Work for the ZBA may include, but not be limited to the following activities:

- Drainage analysis;
- Traffic and pedestrian circulation and access;
- Grading;
- Lighting;
- Construction specifications and review/inspection of materials;
- Emergency access/egress;
- Refuse containment and removal;
- Environmental protection

- Safety;

Some or all of the aforementioned tasks may be necessary for the ZBA to adequately evaluate 40B (Affordable Housing) application which will require adherence to certain requirements, procedures, time tables, submission standards and approval criteria.

The work requirements noted above will be performed in a timely manner as noted in the Performance Criteria below. **PERFORMANCE CRITERIA**

The performance of the Civil Engineering Consultant will be evaluated on the basis of meeting the following goals.

- Review of site plans provided the Board at least one week in advance of the hearing/discussion.
- Review of subdivisions provided the Board at least one week in advance of the hearing/discussion.
- Site observation reports provided the Board a minimum of one week after such observation.
- Timely review and reports in order to meet strict 40B schedules.

**Attachment 3  
Fee Schedule**

The BOARD agrees to pay an hourly rate for services rendered between July 1, 2014 and June 30, 2015 as follows:

TITLE	NAME OF INDIVIDUAL(S)	FIXED HOURLY RATE
1. Project Manager		
2. Subdivisions/Site Plan Reviewer		
3. Drainage Plan Reviewer		
4. Subdivision/Site Observer		
5. Survey Crew		
6. Developer of Construction Cost Estimates		
7. Others (Itemize)		

All services are performed on an hourly basis, with up to one half hour (30 minutes) of travel time one way for site observations and with expenses itemized such as, long distance telephone, faxes, mileage etc. \* \_\_\_\_\_ can provide a written estimate prior to performing each project review to establish the scope and estimated fee. The time required for \_\_\_\_\_\* to perform review services is a function of the completeness and clarity of the applicant's submittal, and often, until we are actually performing a review, we cannot ascertain the quality of the applicant's submittal. The number of revised submittals and the time required for review of each are also functions of the applicant's ability to respond to the initial review completely and with adequate technical data--consequently, \_\_\_\_\_\* performs these subsequent reviews on a time and materials basis. Additionally, during construction observations, \* \_\_\_\_\_ may have to perform a scheduled observation twice if the construction is incomplete or has not been performed in accordance with the endorsed plan(s). In this case, the Consultant recommends the Planning Board back charge the developer for the extra site visit.

\*Name of company, corporation

## Attachment 4

### Other Contract Terms

#### 1. Payment Terms

Invoices are sent to clients around the 30th of each month for the prior month and payment is due within 30 calendar days of the date the invoice is received.

#### 2. Estimates and/or Opinions of Cost

Any estimates or opinions of project or construction costs are provided by the Consultant on the basis of the Consultant's experience and qualifications as an engineer and represent its best judgment as an experienced and qualified engineer familiar with the construction industry. Since the Consultant has no control over the cost of labor, materials, equipment, or services furnished by others or over competitive bidding or market conditions, it cannot guarantee that actual project costs or construction costs will not vary from any estimates or opinions of costs prepared by the Consultant. Similarly, since the Consultant has no control over building or site operation and/or maintenance costs, the Consultant cannot and does not guarantee that the actual building or system operating or maintenance costs will not vary from any estimates given by the Consultant.

#### 3. Reimbursable Expenses

Normal reimbursable expenses are in addition to the fee for services and shall be billed at 1.10 times the actual amount expended. Reimbursable expenses including expenses associated with the project travel time; printing, copying and handling of documents; computer charges including computer aided design; film and processing; regulations and bylaws; telephone calls and other communication charges; postage and delivery; equipment for tests; and securing approval of authorities having jurisdiction over the project and not specified as part of the fee. Expenses relating to travel are reimbursable at the rate of 0.40 per mile.

The Consultant may charge up to one half hour (30 minutes) for travel time, one way, to the Town of Norfolk to perform subdivision and site plan observations. (with the cost spread amongst those projects being observed for each trip to Norfolk.)

The Board will not pay for travel time to or from the Town of Norfolk to attend regular board meetings.

**EXHIBIT D-1**

**CERTIFICATE OF NON-COLLUSION**

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

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(Name of person signing bid or proposal) (type or print)

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(Name of Business) (type or print)

**EXHIBIT D-2**

**CERTIFICATE AS TO COMPLIANCE WITH TAX LAWS**

I, \_\_\_\_\_, the duly Authorized

Representative of \_\_\_\_\_, certify

under the pains of perjury that it has complied with all laws of the Commonwealth of Massachusetts

relative to taxes.

BY: \_\_\_\_\_  
(Signature of Authorized Representative)

FOR: \_\_\_\_\_

DATE: \_\_\_\_\_

## EXHIBIT E

### INSURANCE:

The CONTRACTOR shall purchase and keep in full force and effect during the entire duration of the Work to be done by the CONTRACTOR, insurance issued by companies qualified to do business in the Commonwealth of Massachusetts, as follows:

1. Workers' Compensation affording protection under the Workers' Compensation Law of the Commonwealth of Massachusetts.
2. Comprehensive General Liability in primary amounts not less than:
  - a. Bodily Injury:
    - \$500,000 per occurrence
    - \$1,000,000 aggregate
  - b. Property Damage:
    - \$300,000 per occurrence
    - \$300,000 aggregate
  - c. Auto:
    - \$500,000 per occurrence
    - \$1,000,000 per accident

This insurance shall (i) include contractual liability insurance coverage, (ii) completed operations coverage, (iii) not be subject to any of the special property damage liability exclusions commonly referred to as XCU exclusions and (iv) be extended by the addition of the so-called "Board Form Property Damage Endorsement". Before commencing any work hereunder, certificate or certificates of insurance shall be provided to the TOWN. The TOWN shall also be provided with copies of any revised or renewal certificate(s). Any certificate of insurance policies provided hereunder shall name the TOWN as an additional insured as its interest may appear.